

PO Box 16-373
Hornby
Christchurch 8042



Phone: 0800 166 619
Email: accounts@kiwigas.co.nz

ACCOUNT INFORMATION FORM

NO ACCOUNT WILL BE OPENED FOR A COMPANY or PARTNERSHIP UNLESS THE PERSONAL GUARANTEE SECTION IN THIS FORM IS COMPLETED BY ONE OR ALL COMPANY DIRECTORS or PARTNERS

Type of business (please tick): LTD Company Sole trader Partnership Govt Dept Trust

Full Legal Name: _____ (“Applicant”)

Trading Name: _____

Postal Address: _____

Delivery Address: _____

Phone: _____ Fax: _____ Mobile: _____

Accounts Email: _____

Accountant: _____ Telephone: _____

Solicitor: _____ Telephone: _____

Contact Person for Accounts: _____

Name of current gas supplier: _____ or tick if new connection:

Number and size of KIWIGAS cylinders be to supplied (i.e. 2 x 45kg): _____

Preferred date for first delivery: _____ Delivery Instructions: _____

Names, Addresses and Phone Numbers: Directors, Owners, Partners, Authorised Persons, or Trustees

1)	_____	_____	_____	_____
	Name	Address	Phone Number	Date of Birth
2)	_____	_____	_____	_____
	Name	Address	Phone Number	Date of Birth
3)	_____	_____	_____	_____
	Name	Address	Phone Number	Date of Birth
4)	_____	_____	_____	_____
	Name	Address	Phone Number	Date of Birth

LOCATION TEST CERTIFICATE NUMBER: _____ (if required)

Special Delivery Conditions/Equipment and gas bottles on loan

CONDITIONS OF SUPPLY

Unless otherwise agreed in writing, Ryder NZ Limited trading as KIWIGAS agrees to supply and the Applicant agrees to buy gas(es) on the following terms:

1. The Applicant will be charged for the following: (i) the gas(es) supplied, (ii) a monthly cylinder rental fee and (iii) if applicable, a cylinder pick-up or delivery fee.
2. Payment in full of any invoice is required to be made by the 20th day of the month following the date of invoice ("Due Date") and the Applicant will ensure that their/its account is update at all times, otherwise: (i) all credit will be stopped, (ii) any gas cylinder(s) will be collected, and (iii) for any debts outstanding for more than 7 days past the Due Date, debt collection proceedings will be started. **The Applicant agrees and acknowledges that any costs incurred, either directly or indirectly, by KIWIGAS in the collection of any debt owing by the Applicant shall be at the expense of the Applicant and will be added to the amount of the debt owing by the Applicant.**
3. Where the invoice is not paid in full on or by the Due Date, KIWIGAS reserves the right to charge interest on the outstanding balance. Interest will be charged at 2.5% per month.
4. The Applicant agrees to an initial exclusive supply term of 12 months and acknowledges that it cannot source the same gases from any organization in competition to KIWIGAS for 12 months from the date of this agreement ("Exclusivity Period").
5. This agreement may be cancelled by the Applicant within 5 business days of it being signed or after the Exclusivity Period, by giving written notice of the cancellation to KIWIGAS (either post to P.O. Box 16373 Hornby Christchurch 8042, or email to accounts@kiwigas.co.nz). Once this agreement is cancelled, the Applicant must pay any outstanding invoices and return, or make available for collection, any property and cylinders belonging to KIWIGAS.
6. Any delivery errors, shortfalls or defective goods must be reported to KIWIGAS within 48 hours of delivery.
7. At all times, KIWIGAS is the owner of any gas cylinder(s) it supplies to the Applicant, and ownership of any goods supplied by KIWIGAS shall not pass to the Applicant until the goods are paid for in full. If the goods have been sold or otherwise disposed of by the Applicant, then the proceeds of such resale are the property of the KIWIGAS and the Applicant shall be accountable to KIWIGAS for any such proceeds.
8. KIWIGAS may close the Applicant's account and remove gas cylinder(s) from the Applicant's property without notice if the Applicant's account is not kept up to date.
9. The Applicant warrants that its gas connections have been properly certified and maintained. KIWIGAS is not responsible or liable for any wear and tear or any damage to the gas connections or fittings, or for any consequential loss or loss of profits.
10. The Applicant authorises KIWIGAS to collect any information that it may require for its credit enquiries from any person relating to credit assessment and/or debt collecting and the Applicant consents to any person providing KIWIGAS with such information. Each the signatory of the Applicant confirms that she/he are authorised to give this authorisation and to enter into contracts for and on behalf of the Applicant.

Signed by an authorised signatory on behalf of the Applicant: _____ Date: _____

Full name of signatory: _____ Position Held: _____

Signed by an authorised signatory on behalf of the Applicant: _____ Date: _____

Full name of signatory: _____ Position Held: _____

PERSONAL GUARANTEE

In consideration of KIWIGAS extending credit to the Applicant, I/we, the undersigned, hereby jointly and severally personally guarantee all debts incurred by the Applicant in respect of all goods and services supplied by KIWIGAS. I/we may for all purposes be treated as the Applicant and KIWIGAS shall be under no obligation to take proceedings against the Applicant before taking proceedings against me/us.

Full Name: _____ Position: _____

Signed: _____ Date: _____

Full Name: _____ Position: _____

Signed: _____ Date: _____